

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 53
2. Contract No.		3. Solicitation No. DAAE07-02-R-L017		4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM AMSTA-AQ-ABGA WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7) US ARMY TACOM ACQUISITION CENTER E-MAIL ATTN: AMSTA-AQ-DE / BID OPENING WARREN, MI 48397-5000 E-MAIL: OFFERS@TACOM.ARMY.MIL		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in SEE SOLICITATION until _____ (hour) local time _____ (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name ROSALIE WILLIAMSON E-mail address: WILLIARO@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586)574-8089
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)			17. Signature
15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)		25. Payment Will Be Made By	
Code		Code	
SCD PAS ADP PT			
26. Name of Contracting Officer (Type or Print)		27. United States Of America (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-2	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS:</p> <p><u>SERVICES LINE ITEM</u></p> <p>The contractor shall furnish all the supplies and services to accomplish the task specified in Section C "Scope of Work"</p> <p>Level of Effort: 120 Manhours</p> <p>Est. Cost: Fixed Fee:</p> <p>Total Cost:</p> <p>(End of narrative B001)</p>				\$ _____
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS:</p> <p><u>DATA ITEM</u></p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A</p> <p>(End of narrative B001)</p>			<p>\$ <u> ** NSP ** </u></p> <p>Not Separately Priced</p>	<p>\$ <u> ** NSP ** </u></p>

B.1ESTIMATED COST AND PAYMENT

B.1.1

The estimated cost for performance of the work under this contract is set forth in the Schedule, Section B. In consideration of performance of the work specified under each CLIN, the Government anticipates paying the Contractor the Estimated Cost amount shown. The amount shown initially includes the basic contract effort, and will be revised by the Government as appropriate to incorporate any options exercised. The estimated cost of CLIN 0001 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost", but neither the Government nor the Contractor guarantee the accuracy of said estimates.

B.1.2

The Contractor will be paid the fixed fee stated in Section B opposite CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled "Fixed Fee", (April 1984), FAR 52.216-8. The fixed fee together with the reimbursement of costs shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract.

B.1.3

Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment".

B.2FUNDING

B.2.1

The Contractor shall notify the Government in accordance with the Contract Clause hereof entitled "LIMITATION OF COST", whenever there is reason to believe that the funds allotted to this Contract are either insufficient or excessive for the performance of the work required.

B.3RATE SCHEDULE

B.3.1

For Option Hours exercised, dollars will be obligated against the contract in accordance with the rate schedule set forth below.

B.3.1.1

If the date of option exercise falls on or between:

The applicable Hourly Rate is:

Est. Cost	Fee	Total
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Award thru 1 Dec 03

2 Dec 03 thru 1 Dec 04

2 Dec 04 thru 1 Dec 05

2 Dec 05 thru 1 Dec 06

2 Dec 06 thru Completion

B.4

The above rates include the minimum levels of material and travel costs anticipated to be required for contract performance. If at any time during contract performance, it is determined that additional material or travel costs are required to complete performance of the contract effort, the contractor shall notify the Government and shall include an estimate of the amount of funding which is required to complete performance of the authorized hours. For purposes of this clause, material shall be defined as set forth in FAR 31.205-26. If the Government authorizes additional funds for material or travel, the appropriate funds will be added to the contract on a cost reimbursement only basis and as a separate CLIN.

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. Introduction

This statement of work describes the scope and content of the services required to support the Vetronics Institute (VI). The Vetronics Institute (VI) is an arm of the U.S. Army Vetronics Technology Center (VTC) that is tasked with supporting organizational research objectives of the VTC and the individual research activities of its associates.

The primary means by which the contractor shall operate is through establishment of liaisons between VTC research associates and engineers and scientists from academia and industry. These liaisons shall include conducting workshops, supporting conference sessions, and collaboration on research activities. The contractor shall participate in the development of a Vetronics Research Plan (VRP) and is expected to participate as well as conduct Vetronics workshops. The contractor shall be responsible for identifying collaborative activities with scientists and engineers from academia and industry. Such activities will be coordinated with and subject to the approval of the COTR.

The VTC mission emphasizes Research & Development of vehicle electronics and virtual prototyping support to Weapon System Program Managers (PMs). Crew in the loop simulation, embedded simulation, vehicle electronics architectures, real-time embedded software, digitized battlefield integration, and robotics are technology areas defined within the VTC mission scope. The VTC provides technical support to Program Managers within the PEO-Ground Combat and Support Systems including PM-Abrams, PM-Bradley, Stryker to AMC/TARDEC Advanced Technology Demonstrator programs including Crewmans integration and Automation (CAT) and Future Combat System (FCS) as well as to the Office of Deputy for Systems Acquisition.

C.2 Objectives

The contractor shall provide, on a work directive basis, the required expertise and support to recommend organizational research objectives and to conduct or assist in organizational and individual research activities. The activities of the contractor shall include administrative duties in support of VTC research activities as well as collaborative research activities with VTC research associates. The contractor shall provide the required support working as an independent contractor and not as an agent of the Government.

C.3 Work Areas

The contractor shall implement a structured approach for supporting organizational and individual research activities. The areas that shall be the focus of the contractors efforts include the identification of recommended research objectives and enhancing ongoing research activities. The scope of the contractors efforts shall include organizational research objectives and the individual research activities of VTC research associates. The contractor shall also perform research activities as described in C.3.4. The activities that shall be supported by the contractor include (i) the preparation of annual Vetronics Research plan, (ii) coordinate, plan, attend and participate in workshops, symposiums, seminars, and conferences, and (iii) individual collaboration with VTC research associates.

C.3.1 Vetronics Research Plan

The contractor shall assist in the preparation and execution of a Vetronics Research Plan (VRP). The VRP shall identify organizational technology thrusts, define organizational research objectives, and specify relevant research activities. The contractor shall be responsible for mapping VTC technology thrusts to organizational research objectives. The contractor shall include in the development of the VRP the input of VTC team leaders and selected scientists and engineers from industry and academia. The VRP shall be subject to final approval from the COTR.

C.3.2 Workshop Participation

The contractor shall attend various collaborative events such workshops, symposiums, seminars, and conferences that relate to VTC requirements. The contractor shall provide their professional expertise, comments and recommendations to the VTC associate director and VTC team leaders to aid with VTC sponsored workshops, symposiums, seminars and conferences. The contractor shall be prepared to brief aspects of his current VTC related work assignments as required to promote information and technology transfer.

Through participation in workshops and conferences, the contractor will serve to broaden the research knowledge base of VTC research associates and help form a deeper relationship between the VTC and relevant government, industry and academic research communities. Similarly by use of conferences and symposiums the contractor can disseminate VTC research results, thus opening the door to possible future collaborations with the research community.

C.3.3 Collaborative Research Activities

The contractor shall be responsible for identifying potential cooperative and collaborative activities with scientists and engineers from government, academia and industry. Such activities will be coordinated with VTC associate director, VTC team leaders and VTC research associates and subject to the approval of the COTR. The contractor shall provide technical support for specific government

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organizational and individual research activities on a work directive basis. This support shall include literature searches, feasibility studies, analytical modeling, simulation modeling, and design recommendation for test-beds. The contractor shall consider subcontracting to target universities and commercial industry to obtain the necessary expertise to complete the required work activity.

C.3.4 Example Work Activities

The following are example types of research by technical focus area:

- Embedded Simulation
- Human Localization
- GPS offset calibration
- Architecture Design using OO technologies
- Machine Vision Using Hierarchical Models
- Visual Display of Sensor & Lethality Fusion

- Telematics & Digitization
- Linking in-vehicle electronic maintenance and diagnostic subsystems to remote support assets/reporting stations
- Investigation into high bandwidth/data-rate transmissions for advanced applications

- Electronics Architecture
- Performance of Reconfigurable Computing Applications in Tactical Military Vehicles
- Application of flywheels in electric and Hybrid vehicles
- On-board diagnostics for military vehicles
- Fail-safe architecture for drive-by-wire systems
- Connectionless (or contactless) electrical energy or power transmission

- Robotics Technology & Crew Aiding
- Sensor fusion-terrain characterization utilizing a suit of sensors
- Sensor Modeling
- Modeling/simulation overview
- Map/sensor correlation
- Indirect Vision

C.3.5 Program Managers Duties and Responsibilities

The duties and responsibilities of the program manager shall include but not be limited to

C.3.5.1 Oversee all administrative activities to include:

- C.3.5.1.1 Managing and tracking accounting and expenditures for hardware and software equipment, staff salaries, and facilities.
- C.3.5.1.2 Ensuring that requirements for schedulable and deliverable contract items are met.
- C.3.5.1.3 Determine specification and provision of equipment and facilities for designated research activities.

C.3.5.1.4 Insure the focus of VTC technology objectives are continually updated to stay abreast with the fast paced evolution of technology and the technical demands of emerging tactical vehicle programs. Maintain close liaisons with VTC team leaders to ensure awareness of evolving VTC technology objectives and to effectively contribute to the specification and attainment of VTC research objectives. The program manager shall maintain these close links by meeting with the team leaders at least once a week. Face to face visits are preferred but email, conference calls, and video teleconferencing may be used.

C.3.5.1.5 Oversee the maintenance of key technical and research databases to ensure safekeeping of all archival research data.

C.3.5.2 Oversee all technical activities to include:

- C.3.5.2.1 Joint Specification of research objectives and the research activities that will realize these objectives with VTC team leaders and research associates
- C.3.5.2.2 Integrate scopes of work from various research activities.
- C.3.5.2.3 Provision of technical support for designated research activities to include assignment of technical personnel and identification of third party participants in research activities. The program manager shall perform this task jointly with VTC team leaders and research associates.

C.4. Other Technical Support

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C.4.1. The contractor shall use contractor provided equipment and resources to perform the VTC research effort. At such time as the VTC research effort requires the use of equipment not available to the contractor, the contractor shall submit, in writing, a list of requested GFE requirements. This includes space requirements within VTC laboratories.

C.4.2. The contractor shall maintain a database of all research information obtained as a result of VTC research efforts and make them available to the COTR on an as needed basis.

C.4.3. The contractor shall provide a representative (s) to promote TACOM VTC products, conduct briefings and demonstrations to in-house customers.

C.4.4. The contractor shall develop and provide presentation material for inclusion in VTC briefings.

C.4.5. The contractor shall annually organize a VTC workshop for the purpose of broadening the research knowledge base of VTC associates and forming a deeper relationship with VTC and the research community.

C.5. In-Process Reviews

 The contractor shall participate in meetings every quarter at TACOM, to review progress and status of all tasks relative to technical performance, schedule, and cost. The meeting will be chaired by the Government. The contractor may recommend discussion items for inclusion.

C.6. Deliverable Documentation

C.6.1. Status Reports

 The contractor shall submit Program Progress (DI-MGMT-80555) and Performance and Cost (DI-FNCL-80912) reports.

C.6.2. Technical Reports

 The contractor shall submit technical reports as required by a work directive in accordance with DID (DI-MISC-80508).

C.6.3. Technical Data

 Technical data resulting from efforts under C.3 will be deliverable under this contract. Such results may be delivered in the form of status reports (C.6.1) or Technical reports (C.6.2).

*** END OF NARRATIVE C 002 ***

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SECTION D - PACKAGING AND MARKING

D.1 DATA PACKAGING

D.1.1 All data deliverable under this contract shall be packaged in accordance with good commercial practice to assure arrival at destination without loss or damage.

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*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.227-4002 (TACOM)	DATA (SOFTWARE)	APR/1985

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander
US Army Tank-automotive and Armaments Command
ATTN: (See DD Form 1423, Block 14)
Warren, MI 48397-5000

- F.1PERIOD(S) OF PERFORMANCE
- F.1.1The period of performance for the basic effort shall be twelve (12) months from date of contract award.
- F.1.2The period of performance for the option hours shall be twelve months from the date of the latest option exercise. The period of performance for individual work directives may be specified on the work directive. The work directive period of performance, if specified, shall not extend beyond the contract period of performance.
- F.2All data will be delivered in accordance with DD Forms 1423.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 (TACOM)	COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mitchell Cross
e-mail: crossm@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: To be determined
e-mail: To be determined

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G-4	52.242-4011 (TACOM)	WORK DIRECTIVES	FEB/1998
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(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.
- (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

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(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

G.1 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS:

G.1.1 The Contractor shall bill to the six-digit Sub-Line Item Number (SLIN) level and ACRN under the four-digit Contract Line Item Number (CLIN), see Section B, for which the work effort was performed.

G.1.2 If multiple SLINs exist on the same four-digit major CLIN, the Contractor shall determine which six-digit SLIN contains the oldest fiscal year money and invoice against the SLIN containing the oldest money, until fully billed.

G.1.3. To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column that applies to ALL funding under the four digit CLIN, as shown in Section G - Contract Administration Data. The first digit of the JON represents the fiscal year. (For example, CLIN 0001 is funded by SLINs 000101 and 000102. If JON: 22C334 is associated with 000101 and JON: 32C205, associated with 000102, SLIN 000101 is FY 2002 funding and shall be invoiced prior to invoicing against SLIN 000102, which is FY 2003 funding.)

G.2 DFAS: SPECIAL PAYMENT INSTRUCTIONS:

DFAS will make payments as billed by the contractor.

*** END OF NARRATIVE G 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-5	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-6	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-7	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-8	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-9	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-10	252.246-7001	WARRANTY OF DATA	DEC/1991
H-11	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997

(a) All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. DAAE07-_____ are complete, accurate, and comply with all requirements of the contract.

_____	_____
Date	Name and Title of Authorized Official

This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.

(b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data are complete, accurate, and comply with all requirements of the contract. The Contractor hereby authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.

(c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data are also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.
(End of clause)

H-12	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
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(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data-Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-L017 MOD/AMD</p>	<p style="text-align: center;">Page 14 of 53</p>
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longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall-

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2) (i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract.

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Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained-

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained-

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data.

- (1) Is publicly available;
- (2) Has been furnished to the United States without restriction; or

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(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

H-13 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS APR/1990
The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-14 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

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(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-15 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINS) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

H-16 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

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[End of Clause]

H.1 OPTIONS FOR ADDITIONAL LEVEL OF EFFORT

H.1.1 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 7,880 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award, but in any event not later than fifteen (15) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right either to add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. Hours available for exercise: 7,880. If additional material or travel costs are required, these costs will be funded on a cost reimbursement only basis.

H.1.2 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 8,000 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award, but in any event not later than twenty seven (27) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right either to add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. Hours available for exercise:8,000. If additional material or travel costs are required, these costs will be funded on a cost reimbursement only basis.

H.1.3 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 8,000 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award, but in any event not later than thirty six (36) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right either to add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. Hours available for exercise: 8,000. If additional material or travel costs are required, these costs will be funded on a cost reimbursement only basis.

H.1.4 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 8,000 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award, but in any event not later than forty eight (48) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right either to add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. Hours available for exercise: 8,000. If additional material or travel costs are required, these costs will be funded on a cost reimbursement only basis.

H.1.5 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 8,000 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award, but in any event not later than sixty (60) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right either to add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. Hours available for exercise: 8,000. If additional material or travel costs are required, these costs will be funded on a cost reimbursement only basis.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-12	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-13	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.216-7	ALLOWABLE COST AND PAYMENT	FEB/2002
I-18	52.216-8	FIXED FEE	MAR/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-21	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-26	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-30	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-32	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-33	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-34	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-35	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-36	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-37	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-38	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-39	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-20	LIMITATION OF COST	APR/1984
I-42	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-43	52.232-25	PROMPT PAYMENT	FEB/2002
I-44	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-45	52.233-1	DISPUTES	JUL/2002
I-46	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-47	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-48	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-49	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-50	52.242-13	BANKRUPTCY	JUL/1995

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I-51	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-52	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-53	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-54	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JAN/1986
I-55	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-56	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-57	52.249-14	EXCUSABLE DELAYS	APR/1984
I-58	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-59	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-60	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-61	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-62	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-63	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
I-64	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-65	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-66	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-67	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-68	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-69	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-70	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-71	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-72	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-73	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-74	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG/1992
I-75	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-76	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-77	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-78	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would

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not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: 3 1/112 inch disk. File format must be Microsoft Excel 97 or 95 or a file format acceptable to the Contracting Officer. It is also acceptable to deliver the cost data on CD-ROM. Submitted spreadsheet files shall contain all formulas or equations used to compute the proposal amounts.

[End of Clause]

I-79 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed AMOUNT TO BE NEGOTIATED or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional

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personnel.

(End of clause)

I-80 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-81 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency

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designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-82 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-83 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is

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indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-84 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR/2000

- (a) Definitions. As used in this clause--
- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-85 252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS DEC/1991

The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.

(End of clause)

I-86 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

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(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

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- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

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[End of Clause]

I-87 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-88 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 MAR/2002
(TACOM)

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
- DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:
- (586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.
- In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.
- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
- (c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS--(ALTERNATES I AND II dated OCT 2000)	MAY/2001

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 54171.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it is [] is, [] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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"Women-owned small business concern," as used in this provision, means a small business concern-

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(e) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision].

The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(f) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]

The offeror shall check the category in which its ownership falls:

[] Black American.

[] Hispanic American.

[] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

[] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

[] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[] Individual/concern, other than one of the preceding.

[End of Provision]

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-L017 MOD/AMD</p>	<p style="text-align: center;">Page 30 of 53</p>
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Name of Offeror or Contractor:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-6 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN:_____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

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Name of Offeror or Contractor:		

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other:

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
Name: _____
TIN: _____

[End of Provision]

K-7 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it ☐ is a women-owned business concern.

[End of Provision]

K-8 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet

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Name of Offeror or Contractor:

Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

[End of Provision]

K-952.209-5CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERSDEC/2001

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) [] are

[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B,C) [Language removed]

(D) [Language removed]

(E) [Language removed]

(ii) [Language removed]

(iii) The Offeror

[] has

[] has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K-1052.215-6PLACE OF PERFORMANCEOCT/1997

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Name of Offeror or Contractor:

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

- [] intends
- [] does not intend

(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street Address, City, County, State, ZIP code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent.
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

[End of Provision]

K-11

52.222-22

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that--

- (a) It [] has
- [] has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

- (b) It [] has
- [] has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K-12

52.222-25

AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that

- (a) It [] has developed and has on file,
- [] has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-13

52.223-13

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

OCT/2000

Name of Offeror or Contractor:

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(The offeror is to check each block that is applicable.)

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

[End of Provision]

K-14252.225-7000BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATESEP/1999

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

- (1) The Offeror certifies that-
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products	Line Item Number	Country of Origin

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Name of Offeror or Contractor:		

(List only qualifying country end products.)

- (3) The Offeror certifies that the following end products are nonqualifying country end products:

<u>Nonqualifying Country End Products</u>	<u>Line Item Number</u>	<u>Country of Origin (If known)</u>

[End of Provision]

K-15 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION MAR/1998

- (a) Does the offeror propose to furnish-

- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

- [] Yes
[] No

- (b) If the answer in paragraph (a) is yes, answer the following questions:

- (1) Are such foreign supplies now in the United States?

- [] Yes
[] No

- (2) Has the duty on such foreign supplies been paid?

- [] Yes
[] No

- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

[End of Provision]

K-16 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

- (b) Representation. The Offeror represents that it--

- [] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- [] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror

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Name of Offeror or Contractor:

represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-17 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

K-18 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-19 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)

Name of Offeror or Contractor:

- (xi)

chlorofluorocarbon-213 (CFC-213)
- (xii)

chlorofluorocarbon-214 (CFC-214)
- (xiii)

chlorofluorocarbon-215 (CFC-215)
- (xiv)

chlorofluorocarbon-216 (CFC-216)
- (xv)

chlorofluorocarbon-217 (CFC-217)
- (xvi)

halon-1211
- (xvii)

halon-1301
- (xviii)

halon-2402
- (xix)

carbon tetrachloride
- (xx)

methyl chloroform
- (xxi)

Methyl bromide
- (xxii)

hydrobromofluorocarbons (HBFCs)
- (xxiii)

All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

- (1) During our review of the specification or technical data package in this solicitation, we--
- [] have

[] have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- [] have

[] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Substitute

Name of Offeror or Contractor:

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Available?</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)	MAY/2001
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-7	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-8	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-9	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998

L-10 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.
(End of provision)

L-11 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command	or	HQ, Army Materiel Command
ATTN: AMSTA-AQ, Protest Coordinator		Office of Command Counsel
Warren, MI 48397-5000		ATTN: AMCCC-PL
		5001 Eisenhower Avenue
		Alexandria, VA 22333-0001
		Facsimile number (703) 617-5680/617-4999
		Voice number (703) 617-8176

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-12 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME OCT/1997

(a) Definitions. As used in this provision--

(1) Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences, such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

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(2) Uncompensated overtime rate is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. (\$20 X 40) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.
(End of provision)

L-13 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/2000
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

(1) The contracting officer designated in the solicitation for resolution of protests, or,

(2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
<http://www.amc.army.mil/amc/cc/protest.html>

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

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(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-14 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES DEC/2002
 (TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command
 Acquisition Center
 Bid Lobby - Building 231, AMSTA-AQ-AMAD
 East 11 Mile Road
 Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

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(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-15 52.215-4850 ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION DEC/2002
(TACOM)

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files. Executable files other than self-extracting compressed files are unacceptable.

(b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

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Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

(1) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

L-16 52.219-4003 HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS JUN/1997
(TACOM)

(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)

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- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

[End of Provision]

L-17 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM AUG/1999
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
Warren, MI 48397-5000

shepher1@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

Voice Phone: (703)-617-8176
Fax Phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

L.1 Proposal Instructions and Content: The proposal, subject to the late proposals and revisions section of FAR 52.215-1, Instructions to Offerors - Competitive Acquisition (May 2001) Alt I and II (Oct 1997)", shall be submitted in the format and quantities set forth below. The offerors proposal/offer, as required by this Section L, shall be evaluated as set forth in Section M of this

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solicitation. Section M, "Evaluation Factors For Award", sets forth the evaluation guidance pertaining to the Areas. The Areas include Experience, Facilities, Personnel and Cost. Where information in a proposal would duplicate a response already given, it should be referenced and not be restated. In addition to the general requirements of the solicitation provision FAR 52.215-1 Alternates I, your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal. The primary purpose of this RFP is to acquire support for the research activities of the Vetronics Technology Center. Failure to conform to the requirements stated herein or exceptions taken to the terms and conditions of the Request for Proposal (RFP) may form the basis for rejection of the offer. Accordingly, offerors are encouraged to contact the Contracting Officer via email mcaleerd@tacom.army.mil in order to request an explanation of any aspect of these instructions.

L.1.1.1 Proposals shall be submitted in the English language and shall be submitted in five separate volumes/electronic folders for Government review. Notwithstanding the format instructions at TACOM clause 52.215-4850 in Section L, use the following electronic medium (CDs) for submission of your proposal. As used herein, the term "volume" includes various types of information media, such as CD-ROM as specified in this solicitation. Where there is any conflict or variance between these instructions and the instructions at clause 52.215-4850, the information here will take precedence. The volumes/electronic proposals shall be clearly labeled as:

VOLUME NO.	CONTENTS	NO. OF COPIES
Volume I	Experience Area Proposal	2 Electronic copies (2 CDs)
Volume II	Facilities Area Proposal	2 Electronic copies (2 CDs)
Volume III	Personnel Area Proposal	2 Electronic copies (2 CDs)
Volume IV	Cost Area Proposal	2 Electronic copies (2 CDs)
Volume V	Certification/Representations	1 Electronic copies (1 CD)

L.1.2 Volumes I, II, III, IV and V will be submitted in electronic format (CDs). Reference TACOM clause 52.215-4850 in Section L for specific instructions.

L.1.2.1 Volume 1, Experience Volume: The offeror shall provide two (2) identical sets of CD-ROMs. File format must be Microsoft Word or a file format acceptable to the Contracting Officer.

L.1.2.2 Volume 2, Facilities Volume: The offeror shall provide (2) identical CD ROMs. File format must be Microsoft Word or a file format acceptable to the Contracting Officer.

L.1.2.3. Volume 3, Personnel Volume: The offer shall provide two (2) identical CD-ROMs. File format must be Microsoft Power Point, Microsoft Word or a file format acceptable to the Contracting Officer. File format for the key personnel resumes must be Microsoft Word or a file format acceptable to the Contracting Officer.

L.1.2.4 Volume 4, Cost Volume: The offeror shall submit two (2) identical sets of CD-ROMs of all cost tables in Microsoft Excel or Excel-readable spreadsheet format.

L.1.2.5 Volume 5, Certification/Representations: The offeror shall provide a scanned image of a signed copy of the SF33 cover page, and a copy of completed fill-ins for Sections B, F, and K.

L.1.3 Conduct of Discussions: This RFP includes FAR Provision 52.215-1 Instructions to Offerors - Competitive Acquisition (Alternates I and II) which advises that the Government intends to conduct discussions with Offerors in the Competitive Range. Dialogue with offerors will be conducted in accordance with FAR 15.306(b) and (d). Since the dialogue is limited, prior to any competitive range determination (FAR 15.306 (c)), it is vitally important that the Offeror's initial proposal be complete and comprehensive.

L.2 Experience Area

L.2.1 Provide a description of your, and any subcontractor's, experience, background and knowledge of Vetronics.

L.2.2 Specifically, the offeror shall identify its relevant experience, background and knowledge, performed within 3 years of the date of issuance of this RFP, with respect to the scope of work with particular emphasis on the following:

- C.3.3 Collaborative Work Efforts
- C.3.4 Example Work Activities

L.2.3 The offeror shall provide the following information on contracts which reflect recent/relevant Vetronics Experience:

- (a) Contract Number
- (b) Contract type
- (c) Government or commercial contracting activity address, telephone number, and E-mail address
- (d) Procuring Contracting Officer's (PCO's), name, telephone number and E-mail address

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- (e) Government or commercial contracting activity technical representative, or COR, telephone number and E-mail address
- (f) Government or commercial contracting activity, and the name and telephone number of the Administrative Contracting Officer
- (g) Provide (1) a copy of the scope of work requirements; and (2) a discussion of similarities between the contract scope and the scope of this RFP.

L.2.4 If you have limited or no relevant experience regarding some or all of the above, but have key personnel who will be playing a significant role in this effort who do have relevant experience, we may consider this experience in our evaluation. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also provide the information specified in L.2.3 for those contracts that these key personnel were involved in with those previous employers.

L.3 Facilities Area

L.3.1 The offeror shall provide a detailed description of facilities and equipment currently available, and to be acquired, for the performance of the proposed effort, including CAD and CAE. Detailed description of the facilities, equipment, computer resources and publication capability shall be included. Paragraph M.4.2 of this solicitation sets forth a list of Direct Usage Equipment, Support Equipment and Definition of Software Equipment which is considered advantageous to performance of the scope of work requirements.

L.4 Personnel Area

L.4.1 The offeror shall identify the minimum personnel qualifications, and any specific personnel, it proposes to employ in the performance of Vetronics work directives issued as a result of any contract awarded under this RFP. This includes the Program Manager whose Duties and Responsibilities are defined in RFP Section C, Paragraph C.3.5. For estimating and evaluation purposes only, the Government projects, for the base year (120 hour basic effort plus the 7,880 hour option) and each of the 4 option years, that performance of the 8,000 hours of annual effort will be accomplished approximately as follows:

<u>SECTION</u>	<u>TITLE</u>	<u>PERSONNEL</u>	<u>ESTIMATED ANNUAL HOURS</u>
C.3.1	Vetronics Research Plan	Senior Engineer	80
C.3.2	Workshop Participation	Senior Engineer	120
C.3.3	Collaborative Research Activities	Senior Engineer	4000
C.3.4	Example Work ACTivities	Senior Engineer	2160
C.3.5	Program Manager Duties	Program Manager	1000
C.4.1	Equipment and Resources	Senior Engineer	80
C.4.2	Maintain a Database	Senior Engineer	120
C.4.3	Representatives to Promote Products, Briefings and Demonstrations to In-House Customers	Senior Engineer	120
C.4.4	Develop and Provide Presentation Material	Senior Engineer	80
C.4.5	Organize a VTC Workshop	Senior Engineer	160
C.5	In-Process Reviews	Senior Engineer	80
Total Hours			8000

Considering this estimate, the offeror shall specifically identify, for the 8,000 hours specified in the base year (basic plus option) and each option year, the minimum personnel qualifications it proposes to employ (broken down across the 8,000 hours) in performance of the contract. At a minimum, the offerors minimum qualifications shall describe:

- L.4.1.1 Specific prior Experience
- L.4.1.2 Background
- L.4.1.3 Other Total years of Experience
- L.4.1.4 Educational Skill Sets

In the event the offeror proposes the same breakdown of minimum personnel qualifications for the 8,000 hours, in the base year and each option year, the offeror shall so state. In this case, the offeror needs to provide only a single breakdown of the minimum personnel qualifications across the 8,000 estimated hours. The offeror shall ensure that the Cost proposal hours, in each of the base and option years, track with the breakdown of hours, by minimum qualifications, as proposed by the offeror under the Personnel Area.

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In the event of selection for contract award, the proposed minimum qualifications will be incorporated into the resulting contract.

L.4.2. The offeror shall further identify any specific individuals who have been identified to perform under the contract, and provide evidence, through submission of the below described resume, of the extent to which these individuals satisfy the specific minimum personnel qualifications identified by the offeror. The offeror shall specifically provide the following for individuals identified to perform under the contract:

L.4.2.1 A resume reflecting Educational background and relevant Experience including:

L.4.2.1.1 Specific prior Experience

L.4.2.1.2 Total years of Experience

L.4.2.1.3 Educational Background

L.4.2.1.4 Other Skill Sets

L.4.2.2 Letter of Commitment from the individual that expresses both availability and intent to perform under any ensuing Contract.

L.4.3 Lastly, the offeror shall discuss its approach for verifying/certifying a job applicants asserted background, knowledge and experience, as reflected in the resume.

L.5 Cost (Volume III):

L.5.1 Consistent with the estimated costs and fee identified in Section B of the solicitation, the offerors Cost Volume shall include substantiating information (non-certified), supporting the realism of the estimated cost and fee, in sufficient detail for the Government to evaluate the estimated costs per the applicable criteria in Section M. After proposal submission, the Government reserves the right to request more detailed cost information if necessary.

L.5.2 Cost Area Proposal Preparation Baseline. For the purposes of proposal preparation and contract formation, the Cost Area Volume shall be developed considering the following:

L.5.2.1 Offeror's shall price each year separately, 120 hours for the base plus 7,880 option hours for the first year and 8,000 hours for each of the four option years.

L.5.2.2 For proposal and evaluation purposes, the offeror will assume travel to VTC sponsored research events to provide support for the organization and administration of these events. These events include the VTC winter workshop series held annually each winter at TACOM and the VTC summer workshop series held in conjunction with the VTC sponsored intelligent Vehicle Systems Symposium each summer. The offeror should assume two travelers for two days for each event.

The offeror will also assume travel twice yearly to other research events(conferences, symposiums, and workshops) to stay abreast of the wide range of activities occurring within the general vehicular technology community which are related to VTC technical and research interests. The offeror should assume travel to one west coast site and one east coast site and two travelers for two days for each event.

L.5.3 Realism and Reasonableness: The consistency of the proposal cost data with the offerors Personnel Area Volume and Facilities Area Volume reflects on the offerors understanding of the work required and the offerors ability to perform according to the statement of work of the contract. Any apparent inconsistency between the promised performance and cost must be explained. The offerors cost volume shall also identify: (a) any judgmental characteristics applied and the mathematical or other methods used in the estimate and (b) the nature and amount of any contingencies or adjustments included in the proposed cost amounts.

L.5.4 Presentation of Cost Data. The offeror shall submit a separate cost element breakdown in support of the proposed cost and fee for the initial award and each of the options. Each such breakdown shall use the format described below to support each element of cost. The cost breakdown must be consistent with the offerors cost accounting system.

Cost and all elements of cost are to be stated in United States (U.S.) dollars only, for both the prime Contractor and any potential subcontractors. The offeror shall state the exchange rate (if applicable) being used to convert any currency to U.S. dollars.

Offerors are to submit all cost data in electronic spreadsheet format. Submitted spreadsheet files shall contain all formulas, computations, or equations used to compute the proposed amounts. Print image files, or files containing only values, are not acceptable. If a particular table takes more than one page for printout, the offerors shall ensure that the row with the column titles and the column with the cost element's names shall appear on each page of the printout. The offeror's name, Government solicitation number and date of submission are also to be shown on each page.

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These instructions are not intended to be restrictive or all inclusive. Offerors are encouraged to submit any other costs and financial information considered helpful in the evaluation of their cost proposal.

L.5.4.1 Deliverable Labor Hours

L.5.4.1.1 Deliverable Direct Labor hours (prime): Show direct labor hours by the appropriate direct labor category you propose. Include supporting documentation showing the development and rationale for the proposed hours. Show the total proposed direct labor costs. This should be a breakdown of labor hours and cost by appropriate major labor categories. Show the direct labor rates by labor category. Fully explain the basis of the proposed direct labor rates and any escalation used.

L.5.4.1.2 Deliverable Direct Labor hours (subcontractors) For subcontracted labor, include services to be performed by other than the offeror, in accordance with the offerors requirements. If there are any subcontractors whose direct labor forms a part of the deliverable hours, the offeror shall provide cost data from the subcontractor equivalent to that required of the offeror. If the prospective subcontractor is unwilling to provide such information to the offeror, the data may be submitted directly to the PCO. The same kind of cost data shall be provided for inter-organizational transfers, regardless of dollar value, except the offeror need not provide its evaluation of such cost data.

L.5.4.1.3 Should the offeror (to include both the prime offeror and any subcontractors) include Clerical, Secretarial, Contract Administration and subcontractor administration effort under the Direct Labor Category rather than as an Indirect Cost, the hours allocated for Clerical, Secretarial, Contract Administration and subcontractor administration hours shall be in addition to the hours set forth in the initial award (Section B, CLIN 0001AA) and the hours set forth in the table at Section B.3, and the option clause at paragraph H.1. Regarding Level-of-Effort (LOE), for the contractors information, by the use of the term LOE hour, the Government means an hour of Engineering, Technical, or Management type or equivalent (that is, those that bring results-oriented, value added to the Contract), as opposed to the Clerical, Administrative Support or Secretarial type (those generally geared more towards format, rather than content). Clerical or Support personnel are often charged to a general overhead pool, and this is perfectly acceptable. For those offerors who directly charge non-LOE hours (i.e., secretarial, clerical, contract administration and subcontractor administration hours), the contracted-for deliverable hours in Section B, CLIN 0001AA and B.3, and H.1, will be increased to include the non-LOE hours. This applies for both evaluation and award purposes.

L.5.4.2 Other Direct Costs: List all other costs which are not otherwise included in the categories described above (such as, computer and consultant services) and provide the basis for pricing.

L.5.4.3 Indirect Costs: The method of computation and application of indirect costs will provide a basis for evaluation of the reasonableness of proposed rates and rates used. Show the proposed amounts for burden, including fringe benefits, if appropriate. The proposed material overhead, if appropriate, should be shown separately. For General and Administrative (G&A) costs, show the proposed allocation base and proposed G&A amount. If the award of this Contract will have a significant impact upon the offeror's business volume, the effects of those changes upon the pool and bases are to be identified and discussed.

L.5.4.4 Facilities Capital Cost of Money: If the offerors elect to claim Facilities Capital cost of Money (FCCM) as an allowable cost, the offerors must show the calculation of the proposed amounts. A breakdown of the net book value of land, buildings and equipment must be included in the proposal. Show the Treasury Rate used to develop the amount.

L.5.4.5 Profit / Fee: The offeror shall identify the amount proposed for profit or fee.

L.5.4.6 Cost Accounting System: The offerors are to provide evidence that its accounting system is capable of tracing and segregating cost data in sufficient detail to administer a cost reimbursement-type contract. This evidence may include a letter from either DCMA or DCAA stating that the offeror has an acceptable accounting system for this type of contract. In those cases where the offeror does not currently have a DCMA or DCAA approved accounting system, the offeror shall describe what action it has taken to obtain DCMA or DCAA approval of its accounting system prior to Contract award.

L.6 Certifications/ Representations (Volume V): In this volume offerors will provide:

a. The Standard Form 33 (SF 33) cover page signed by a person authorized to sign proposals on behalf of the offeror. Include completed fill-ins of SF 33 blocks 12, 13, 15A, 15B, 16, 17, and 18.

b. This solicitation, Sections A through K, with all fill-ins completed.

c. A list of any exceptions the offeror takes to any term, condition or requirement contained in the solicitation and the basis for each exception. Offerors are cautioned to consult with the contracting officer before submitting an offer that takes exception to any term or condition of this RFP.

L.7 Determination of Responsibility: It is Department of Defense (DOD) policy (FAR 9.103) that contracts will be placed only with responsible Contractors who can satisfactorily perform the necessary work and deliver the end product and services on time. Accordingly, in order to qualify as a source for the purposes of this solicitation, offerors shall demonstrate that they meet the

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standards of responsibility set forth in FAR 9.104. The Procuring Contracting Officer (PCO) will determine whether each offeror meets the standards of responsibility set forth in FAR 9.104.1. In this regard, the Government may perform a Pre-Award Survey on all offerors submitting a proposal in response to this solicitation. The Source Selection Authority (SSA) may consider the results of any such Pre-Award Survey in the selection decision.

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1. Basis for Award

The Government plans to award a single contract for technical and support services for the Vetronics Institute in support of the Vetronics Technology Center using Source Selection "Trade-Off" procedures to obtain the "Best Value" to the Government. Selection of the successful offeror will be based on a comprehensive evaluation to determine the offeror whose proposal is considered the best value to satisfy Government requirements and objectives at a reasonable, realistic, and affordable cost. The Government reserves the right to make no award as a result of this solicitation, if, upon evaluation of proposals, no proposals are deemed likely to meet the technical requirements at an acceptable level of risk and/or cost. Also, the Government reserves the right to award a contract based on initial offers, with no discussions, if the contracting officer determines such an award to be in the best interest of the Government. In the event that discussions are considered necessary, offerors responses to Government Items For Discussion shall be submitted in writing.

M.2. Rejection of Offers:

The Government may reject any proposal which:

- a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP requirements due to submission of a proposal which is unrealistically high or low in Cost and/or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained significant inconsistency between the proposed effort and Cost, which implies that offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.
- d. Is unbalanced as to costs. An unbalanced offer is one, which is based on Costs significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its Cost for each basic and options year; or
- e. Fails to meaningfully respond to the Proposal. Preparations Instructions are specified in Section L of this solicitation.

M.3 Evaluation Guidance

M.3.1 Selection of the successful offeror shall be made based on the evaluation of the information requested in Section L against the criteria stated below. However, any proposal which is unrealistic in terms of technical and schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of competence or indicative of a failure to comprehend the complexity and risks of the Governments requirements as set forth in the solicitation and may be grounds for rejection of the proposal. Furthermore, any significant inconsistency between proposed performance and cost, if unexplained, may be grounds for rejection of a proposal due to an offerors misunderstanding of the work required or his ability to perform any resultant contract. During the Source Selection process, the Government will assess the relative risks associated with each offeror and proposal. It is important to note the distinction between proposal risk and performance risk. Proposal risk is that risk associated with the offerors technical approach to meeting requirements of the RFP. Performance risk is that risk associated with the offerors capability to perform the solicitation requirements within the cost and schedule limits.

M.4 Evaluation Criteria

The evaluation criteria consists of four (4) areas: Experience, Facilities, Personnel and Cost. Experience and Facilities are approximately equal and each is more important than Personnel which is approximately equal to Cost.

M.4.1 Experience Area

M.4.1.1 The Experience Area will assess the proposal risk probability that the prime offeror, and any proposed subcontractors will, based upon the depth and breadth of recent and relevant experience, background and knowledge of Vetronics successfully perform the Section C work statement requirements of the RFP given the offerors proposed performance approach,.

This assessment will specifically include an evaluation of the probability that, based on the experience, background and knowledge of Vetronics of the prime offeror and any subcontractors, the offeror will expeditiously commence effective performance of the Section C work statement requirements with little or no learning curve.

M.4.1.2 While all sections of the scope of work are important, listed below are the areas to be given particular emphasis in the Governments evaluation of the Experience Area:

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- C.3.3 Collaborative Research Activities
- C.3.4 Example Work Activities

M.4.1.3 To the extent that an offeror and its subcontractors have limited or no relevant experience regarding some or all the above, but have key personnel who will be playing a significant role in this effort who do have relevant experience, the experience, background and knowledge of the individuals may be considered in the Government's evaluation. Key Personnel experience, background and knowledge may be considered to the extent that it is recent and relevant, and is a meaningful and credible predictor of the proposal risk probability that the offeror and its subcontractors will be successful in performing the scope of work requirements of the RFP.

M.4.1.4 The offerors proposal identifies experience, background and knowledge for both itself and any subcontractors. However, whether the benefits of this experience, background and knowledge will ever be employed by the offeror is an important consideration for the Government. Therefore, any prime or subcontractor experience, background and knowledge which is identified in the offerors Experience Area proposal, yet the offerors proposal under the Facilities Area, Personnel Area or Cost Area does not support clearly support that this experience, background and knowledge is intended to be used by the offeror during contract performance, will be discounted in all or in part.

M.4.2 Facilities Area

The offerors facilities will be evaluated to assess the extent to which the proposed facilities will support successful performance of the contract effort. The facilities the offeror intends to make available during the performance of the project, including the facilities, equipment, computer resources and publication capability will be assessed.

A superior and advantageous proposal would identify, with a high degree of credibility, immediate availability of the following types of equipment:

Direct Usage Equipment:

Embedded Network Components: e.g. Network Interface Cards, Cabling, Connectors
 Embedded Development Boards and Kits for Intel and Motorola Processors
 Embedded Development Support Environment to support Intel and Motorola processors
 Power Generators: AC Alternators, DC Generators
 Electrical Motors: AC Motors, DC Motors, Permanent Magnet Motors, Shunt Series Motors
 Signal Generators: Multi-function Generations, RF synthesizer, Sweep Generators
 Signal Analysis and Test Equipment: e.g. oscilloscopes, spectrum analyzers, network analyzers, logic analyzers, curve tracers, power meters, signal field meters. frequency counters

Support Equipment: Distributed and Stand Alone Computing Equipment to support various software development and modeling tools

Definition of Software Equipment:

Mathematical and System Modeling Tools: e.g. Matlab, Labview
 Communication and Network Modeling Tools: e.g. Opnet, NetSim
 Computer System Modeling Tools: e.g. VHDL, Verilog
 Electrical Power System Modeling Tools: E.g. Pspice, Multisim
 Software Developments Tools for Code Generation and Testing: Visual C++, GCC, Rose
 Support for Linux Operating System
 Support for Microsoft Windows Based Operating System
 Support for Vertex and Lynx Real-Time Operating Systems

M.4.3 Personnel Area

M.4.3.1 The Government will evaluate the offerors Personnel Area proposal based on the following:

M.4.3.1.1 The risk of the offerors proposed personnel successfully performing the scope of work of the Vetronics contract. This includes the Program Manager whose Duties and Responsibilities are defined in RFP Section C, Paragraph C.3.5. For estimating and evaluation purposes only, the Government projects, for the base year (120 hour basic effort and 7,880 option hours) and each of the 4 option years, that performance of the 8,000 hours of annual effort will be accomplished approximately as follows:

SECTION	TITLE	PERSONNEL	ESTIMATED ANNUAL HOURS
C.3.1	Vetronics Research Plan	Senior Engineer	80
C.3.2	Workshop Participation	Senior Engineer	120
C.3.3	Collaborative Research Activities	Senior Engineer	4000

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C.3.4	Example Work Activities	Senior Engineet	2160
C.3.5	Program Manager Duties	Program Nanager	1000
C.4.1	Equipment and Resources	Senior Engineer	80
C.4.2	Maintain a Database	Senior Engineer	120
C.4.3	Representative(s)to Promote Products, Briefings and Demonstrations to In-House Customers	Senior Engineer	120
C.4.4	Develop and Provide Preseentation Material	Senior Engineer	80
C.4.5	Organize a VTC Workshop	Senior Engineer	160
C.5	In Process Review	Senior Engineer	80
Total Hours			8000

M.4.3.1.2 Superior minimum personnel qualifications for a Senior Engineer are generally as follows:

M.4.3.1.2.1 A Masters Degree in Engineering (PHD Preferred) in their relevant field of expertise. The advanced degree serves as evidence of a deep and broad theoretical knowledge base.

M.4.3.1.2.2 A minimum of seven years professional experience in the relevant field of expertise. The professional experience serves as evidence of a superior technical knowledge in their relevant field of technical expertise.

M.4.3.2 The extent to which the offeror has reduced the risk of successful initial performance, under the Vetronics Institute Contract, by credibly establishing that the personnel proposed to serve as the Contract will:

M.4.3.2.1 Satisfy the offerors minimum personnel qualifications

M.4.3.2.2 Be available to serve upon award of the Contract.

M.4.3.3 The risk of the offerors approach, for verifying/certifying a job applicants asserted background, knowledge and experience, as reflected in an applicants resume, successfully resulting in the hiring of key personnel who legitimately satisfy the offerors minimum personnel qualifications.

M.4.4. Cost Area

M.4.4.1 Proposal Evaluation

The offerors proposal shall be evaluated as an assessment of the most probable cost to the Government based on an evaluation of the realism and reasonableness of the offerors proposed cost and fee. Affordability will also be considered. The Defense Contract Audit Agency (DCAA) may be requested to verify rates and projections.

M.4.4.1.1 Cost Realism: The Government shall evaluate realism by independently reviewing and evaluating the specific elements of the offerors proposed cost estimate to determine whether the cost accurately reflects the offerors proposed effort to meet program requirements and objectives. The result of the realism evaluation will be a determination of the most probable cost of performance for the offeror. The most probable cost may differ from the proposed cost. The most probable cost, rather than the proposed cost, shall be used in the trade-off evaluation to determine best value. The most probable cost will be determined by adjusting the offerors proposed cost, and fee if appropriate, to reflect any additions or reductions to cost elements to realistic levels based on the results of the cost realism analysis. The Government shall conduct a risk assessment of each proposal to judge if the use of uncompensated overtime will degrade the level of technical expertise required to fulfill the Governments requirements. See DFARS 215.305(a)(1).

M.4.4.1.2 Cost Reasonableness: The Government shall evaluate the cost reasonableness of the offerors proposed cost and fee in accordance with the definition in FAR 31.201-3. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

M.4.4.1.3 Affordability: Cost may play an additional role in that consideration of cost in terms of overall program cost and affordability may be controlling in circumstances where two or more proposals are otherwise equal or when a technically superior proposal is at a cost which the Government cannot afford. The Government will select for contract award that offeror adjudged to most likely meet the program requirements and provide the best value to the Government at an affordable cost.

M.4.4.1.4 Total Program Costs: The Government will evaluate offerors for award by adding the total cost and fees for the option periods to that of the basic contract cost and fee amounts to determine a total most probable cost and fee. Evaluation of the options will not obligate the Government to exercise the options. Offers containing any charges for failure to exercise any option shall be rejected.

M.4.4.1.5 The Government anticipates that approximately \$680,000 will be available for performance in each the five program years.

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Proposals which exceed this level of performance, while not unacceptable, will be considered proportionately less desirable as the evaluated cost exceeds the Government estimate.

M.5 Trade-Off Process

This is a Best Value Acquisition using the trade-off process. As such, cost plays an additional role. In addition to evaluating each of the proposal areas, the Government will weigh the merits of the evaluated proposal (other than cost) against the total evaluated most probable cost. As part of the best value determination, the relative advantages/disadvantages of each offerors non-cost area proposals, and the total evaluated most probable cost, shall be considered in selecting the offer which represents the best value to the Government. The Government may award to other than the Offeror with the lowest most probable cost.

M.6 Determination of Responsibility

M.6.1 It is DOD policy (FAR 9.103) that contracts will be placed only with responsible contractors, those who can satisfactorily perform the necessary tasks and deliver the required items (data) on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate the financial and managerial capability to meet the Governments requirements. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Governments requirements as set forth in the RFP.

M.6.2 Additional Minimum Requirements of Responsibility: In addition to the responsibility criteria discussed in paragraph M.6.1 above, the offeror must have an approved Cost Accounting System.

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SECTION A - SUPPLEMENTAL INFORMATION

AUTO	AS7311	52.204-4016 (TACOM)	01-MAR-2001	TACOM-WARREN ELECTRONIC CONTRACTING
ADDED	AS7316	52.214-4003 (TACOM)	01-MAR-1998	ALL OR NONE

SECTION D - PACKAGING AND MARKING

AUTO/DEL	DS7111	52.247-4016 (TACOM)	01-JUL-2002	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS
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SECTION E - INSPECTION AND ACCEPTANCE

ADDED	EF0208	52.246-9	01-APR-1984	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)
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SECTION F - DELIVERIES OR PERFORMANCE

AUTO	FF0133	52.242-15	01-AUG-1989	STOP WORK ORDER--(ALTERNATE I dated APR 1984)
ADDED	FF0010	52.247-34	01-NOV-1991	F.O.B. DESTINATION
ADDED	FS7515	52.227-4002 (TACOM)	01-APR-1985	DATA (SOFTWARE)

SECTION G - CONTRACT ADMINISTRATION DATA

CHANGED	GS6651	52.242-4016 (TACOM)	01-MAY-2000	COMMUNICATIONS
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(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mitchell Cross
e-mail: crossm@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: To be determined
e-mail: To be determined

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

ADDED	GA7811	252.201-7000	01-DEC-1991	CONTRACTING OFFICER'S REPRESENTATIVE
ADDED	GS7411	52.232-4005 (TACOM)	01-JAN-1988	INVOICE INFORMATION REQUIREMENT
ADDED	GS7505	52.242-4011 (TACOM)	01-FEB-1998	WORK DIRECTIVES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED	HA0803	252.204-7000	01-DEC-1991	DISCLOSURE OF INFORMATION
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ADDED	HA0870	252.204-7002	01-DEC-1991	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED
AUTO	HA0804	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
ADDED	HA0244	252.223-7006	01-APR-1993	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
AUTO/DEL	HA0853	252.225-7001	01-MAR-1998	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
AUTO/DEL	HA0830	252.225-7002	01-DEC-1991	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
AUTO	HA0818	252.225-7009	01-AUG-2000	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)
AUTO	HA0816	252.225-7010	01-AUG-2000	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS
AUTO	HA0873	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	HA0809	252.242-7004	01-DEC-2000	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
AUTO	HA0871	252.246-7000	01-DEC-1991	MATERIAL INSPECTION AND RECEIVING REPORT
AUTO	HA0805	252.246-7001	01-DEC-1991	WARRANTY OF DATA
AUTO	HA7390	252.227-7036	01-JAN-1997	DECLARATION OF TECHNICAL DATA CONFORMITY
AUTO	HA7392	252.227-7037	01-SEP-1999	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED	HA7751	252.227-7039	01-APR-1990	PATENTS -- REPORTING OF SUBJECT INVENTIONS
AUTO	HS7101	52.204-4005 (TACOM)	01-DEC-2002	REQUIRED USE OF ELECTRONIC CONTRACTING
ADDED	HS7130	52.216-4008 (TACOM)	01-JUN-1989	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS
AUTO	HS7301	52.246-4026 (TACOM)	01-MAR-2002	LOCAL ADDRESSES FOR DD FORM 250

SECTION I - CONTRACT CLAUSES

AUTO	IF0001	52.202-1	01-DEC-2001	DEFINITIONS
AUTO	IF0004	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF0005	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
AUTO	IF0165	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0008	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
AUTO	IF0314	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0723	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0023	52.203-12	01-JUN-1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF0772	52.204-4	01-AUG-2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
AUTO	IF0964	52.209-6	01-JUL-1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0022	52.215-2	01-JUN-1999	AUDIT AND RECORDS - NEGOTIATIONS

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AUTO	IF0276	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
ADDED	IF0024	52.215-9	01-OCT-1997	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM
AUTO/DEL	IF0027	52.215-10	01-OCT-1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
ADDED	IF0028	52.215-11	01-OCT-1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
AUTO/DEL	IF0029	52.215-12	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA
ADDED	IF0030	52.215-13	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS
ADDED	IF0831	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES
AUTO	IF0035	52.216-7	01-FEB-2002	ALLOWABLE COST AND PAYMENT
ADDED	IF0036	52.216-8	01-MAR-1997	FIXED FEE
AUTO	IF0069	52.219-8	01-OCT-2000	UTILIZATION OF SMALL BUSINESS CONCERNS
AUTO	IF0070	52.219-9	01-JAN-2002	SMALL BUSINESS SUBCONTRACTING PLAN
AUTO	IF0777	52.219-16	01-JAN-1999	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
AUTO	IF0076	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
AUTO	IF0081	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF0992	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
AUTO	IF0082	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
AUTO	IF0085	52.222-35	01-DEC-2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
AUTO	IF0087	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0088	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO	IF0295	52.223-6	01-MAY-2001	DRUG FREE WORKPLACE
AUTO	IF0512	52.223-14	01-OCT-2000	TOXIC CHEMICAL RELEASE REPORTING
AUTO	IF0098	52.225-13	01-JUL-2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
AUTO	IF0062	52.226-1	01-JUN-2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
ADDED	IF0333	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
AUTO/DEL	IF0343	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)
AUTO	IF0334	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF0372	52.227-12	01-JAN-1997	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)
AUTO	IF0106	52.228-7	01-MAR-1996	INSURANCE--LIABILITY TO THIRD PERSONS
ADDED	IF0113	52.230-2	01-APR-1998	COST ACCOUNTING STANDARDS
ADDED	IF0114	52.230-6	01-NOV-1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
ADDED	IF0124	52.232-9	01-APR-1984	LIMITATION ON WITHHOLDING OF PAYMENTS

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AUTO	IF0128	52.232-17	01-JUN-1996	INTEREST
AUTO	IF0129	52.232-20	01-APR-1984	LIMITATION OF COST
AUTO	IF0133	52.232-23	01-JAN-1986	ASSIGNMENT OF CLAIMS
AUTO	IF0362	52.232-25	01-FEB-2002	PROMPT PAYMENT
AUTO	IF0703	52.232-33	01-MAY-1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0136	52.233-1	01-JUL-2002	DISPUTES
AUTO	IF0350	52.233-3	01-AUG-1996	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)
AUTO	IF0140	52.242-1	01-APR-1984	NOTICE OF INTENT TO DISALLOW COSTS
AUTO	IF0732	52.242-3	01-MAY-2001	PENALTIES FOR UNALLOWABLE COSTS
ADDED	IF0733	52.242-4	01-JAN-1997	CERTIFICATION OF INDIRECT COSTS
AUTO	IF0142	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF0158	52.243-2	01-AUG-1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))
AUTO	IF0161	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
AUTO	IF0163	52.244-2	01-AUG-1998	SUBCONTRACTS (ALT I--AUG 1998)
AUTO/DEL	IF0166	52.244-5	01-DEC-1996	COMPETITION IN SUBCONTRACTING
AUTO	IF0174	52.245-5	01-JAN-1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)
AUTO	IF0226	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
AUTO	IF0246	52.249-6	01-SEP-1996	TERMINATION (COST-REIMBURSEMENT)
AUTO	IF0257	52.249-14	01-APR-1984	EXCUSABLE DELAYS
AUTO	IF0651	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
AUTO	IA0280	252.203-7001	01-MAR-1999	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES
AUTO	IA0821	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA0893	252.209-7000	01-NOV-1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
AUTO	IA0222	252.209-7004	01-MAR-1998	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
AUTO	IA0015	252.211-7005	01-OCT-2001	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
AUTO	IA0897	252.215-7000	01-DEC-1991	PRICING ADJUSTMENTS
AUTO	IA0872	252.219-7003	01-APR-1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
AUTO	IA0828	252.225-7012	01-APR-2002	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
AUTO	IA0885	252.225-7014	01-MAR-1998	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)

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AUTO	IA0829	252.225-7016	01-DEC-2000	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
AUTO	IA0852	252.225-7025	01-JUN-1997	RESTRICTION ON ACQUISITION OF FORGINGS
AUTO	IA0812	252.225-7026	01-JUN-2000	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
AUTO	IA0654	252.225-7031	01-JUN-1992	SECONDARY ARAB BOYCOTT OF ISRAEL
ADDED	IA0350	252.227-7013	01-NOV-1995	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS
AUTO	IA0379	252.227-7030	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT
ADDED	IA0666	252.232-7006	01-AUG-1992	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD
ADDED	IA0860	252.242-7000	01-DEC-1991	POSTAWARD CONFERENCE
AUTO	IA0408	252.244-7000	01-MAR-2000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)
ADDED	IA0411	252.245-7001	01-MAY-1994	REPORTS OF GOVERNMENT PROPERTY
CHANGED	IF6215	52.215-21	01-OCT-1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ```(ALTERNATE III (OCT 1997))

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for

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market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: 3 1/112 inch disk. File format must be Microsoft Excel 97 or 95 or a file format acceptable to the Contracting Officer. It is also acceptable to deliver the cost data on CD-ROM. Submitted spreadsheet files shall contain all formulas or equations used to compute the proposal amounts.

[End of Clause]

AUTO/CHANGE IF6077 52.222-2 01-JUL-1990 PAYMENT FOR OVERTIME PREMIUMS

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed AMOUNT TO BE NEGOTIATED or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

AUTO	IF7990	52.219-4	01-JAN-1999	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS
AUTO	IF7405	52.223-11	01-MAY-2001	OZONE-DEPLETING SUBSTANCES
AUTO	IF7238	52.244-6	01-MAY-2002	SUBCONTRACTS FOR COMMERCIAL ITEMS
AUTO	IF7262	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
AUTO	IA7622	252.204-7004	01-MAR-2000	REQUIRED CENTRAL CONTRACTOR REGISTRATION
AUTO	IA7809	252.225-7015	01-DEC-1991	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS

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AUTO	IA7807	252.247-7023	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
AUTO	IS7002	52.204-4009 (TACOM)	01-JUN-1999	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION
ADDED	IS7301	52.246-4026 (TACOM)	01-MAR-2002	LOCAL ADDRESS FOR DD FORM 250

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO	KF0238	52.222-38	01-DEC-2001	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
AUTO	KA0221	252.209-7001	01-MAR-1998	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
AUTO	KA0298	252.227-7028	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
AUTO/CHANGE	KF6231	52.219-1	01-MAY-2001	SMALL BUSINESS PROGRAM REPRESENTATIONS--(ALTERNATES I AND II dated OCT 2000)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 54171.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and

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operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern-

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(e) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision].

The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(f) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]

The offeror shall check the category in which its ownership falls:

[] Black American.

[] Hispanic American.

[] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

[] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

[] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh,

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Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[] Individual/concern, other than one of the preceding.

[End of Provision]

AUTO	KF7223	52.203-11	01-APR-1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	KF7070	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
AUTO	KF7730	52.204-5	01-MAY-1999	WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS
AUTO	KF7733	52.204-6	01-JUN-1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AUTO	KF7400	52.209-5	01-DEC-2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AUTO	KF7009	52.215-6	01-OCT-1997	PLACE OF PERFORMANCE
AUTO	KF7016	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
AUTO	KF7017	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
AUTO	KF7511	52.223-13	01-OCT-2000	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
AUTO	KA7850	252.225-7000	01-SEP-1999	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
AUTO	KA7800	252.225-7003	01-MAR-1998	INFORMATION FOR DUTY-FREE ENTRY EVALUATION
AUTO	KA7806	252.247-7022	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
AUTO	KS7413	52.204-4007 (TACOM)	01-MAR-2001	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE
AUTO	KS7008	52.215-4010 (TACOM)	01-JAN-1998	AUTHORIZED NEGOTIATORS
AUTO	KS7151	52.223-4002 (TACOM)	01-DEC-1993	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF0104	52.211-2	01-DEC-1999	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L
ADDED	LF0106	52.211-14	01-SEP-1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
AUTO	LF0009	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
AUTO	LF0114	52.214-35	01-APR-1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
AUTO	LF0019	52.215-1	01-MAY-2001	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)
AUTO	LF0040	52.222-24	01-FEB-1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
ADDED	LF0102	52.222-46	01-FEB-1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
AUTO	LA0842	252.204-7001	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

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AUTO	LA0010	252.209-7003	01-MAR-1998	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
AUTO/CHANGE	LF6001	52.216-1	01-APR-1984	TYPE OF CONTRACT
The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.				
(End of provision)				
AUTO	LF7300	52.233-2	01-AUG-1996	SERVICE OF PROTEST
ADDED	LF7130	52.237-10	01-OCT-1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME
AUTO	LM7015	52.233-4001 (TACOM)	01-MAY-2000	HQ-AMC LEVEL PROTEST PROCEDURES
AUTO	LS7001	52.215-4003 (TACOM)	01-DEC-2002	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)
AUTO	LS7850	52.215-4850 (TACOM)	01-DEC-2002	ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION
AUTO	LS7011	52.219-4003 (TACOM)	01-JUN-1997	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS
AUTO	LS7040	52.233-4000 (TACOM)	01-AUG-1999	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM